

**WRIT PETITION (L) NO. 2248 OF 2006**

V/s.

Mr. S.D. Lotlikar, Sr. Counsel with Mr. R. Rodrigues  
and Mr. R.D. Suryawanshi for petitioner.  
Mr. H. Shukla i/b. Desai and Diwanji for respondent  
No. 2.  
Mr. J. Reis with Mr. M.V. Khataavkar and Mr. M.K. Mono  
for respondent No. 3.

CORAM : F.I. REBELLO &  
ANOOP V. MOHTA, JJ.  
DATED : 6th October, 2006

P.C.

. In the bid invited by respondent No. 1, the petitioner was declared the highest bidder. The petitioner was called for negotiations and according to the petitioner bid was accepted in the year 2004. According to the petitioner, based on those expectations she has entered into an agreement with respondent No. 3 who were also one of the bidders. The stand of the respondent No. 1 is that considering the passage of time, respondents have cancelled the bid in terms of clause in the tender document and are inviting fresh tenders.

2. The scope for judicial review in such matters

is limited to the challenge of arbitrariness and/or malafides. In the instant case, there are no pleas of malafides. Insofar as arbitrariness is concerned, the ground given by the petitioner is that merely because of delay of two years the tenders ought not to have been cancelled and the respondents could have entered into negotiations with the respondents for a higher price, if any. It is not possible for us to say that the reason given is arbitrary and/or not in consonance with the tender clause. The respondents had a right to cancel the tender without assigning any reasons. Though the petitioner was the higher bidder, no offer was made to her. Passage of two years, considering the price of real estate in Mumbai cannot be said to be arbitrary, for cancelling the tenders and inviting fresh bids. Considering the above, in our opinion, no case is made out for interference. The petition stands disposed of.

[F.I. REBELLO, J.]

[ANOOP V. MOHTA, J.]